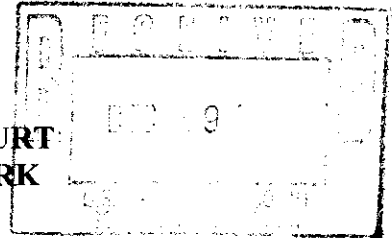


Hearing Date:
January 4, 2001
at 10:00 a.m. Eastern Time

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Attorneys for Landlord,
Sainte Claire Corporation

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK



-----X	:	
In re:	:	
	:	Chapter 11
RANDALL'S ISLAND FAMILY GOLF	:	Case Nos. 00-B-41065 through
CENTERS, INC., et al.,	:	00-B-41196 (SMB)
	:	
Debtors.	:	(Jointly Administered)
-----X	:	

OBJECTION BY SAINTE CLAIRE CORPORATION
TO FURTHER EXTENSION OF TIME TO ASSUME OR REJECT LEASES

Sainte Claire Corporation is the landlord under the lease of the real property occupied by San Jose Family Golf Center (Site CA9) located at 4701 N. First Street, San Jose, CA 95002 ("Property"). Sainte Claire ("Landlord") objects to the debtors' motion ("Motion") to extend yet again the time in which they may assume or reject leases generally, and in particular, the lease of the Property ("Lease")

The debtors are in serious default under the Lease. By their own admission the debtors have failed to pay the real property taxes due for the years 1997-98, 1998-99, and most

of 1999-00. More than \$92,000 in property taxes, penalties and interest are unpaid. Under California law these taxes, penalties and interest represent the paramount lien on the Property. If they are not fully paid, the Property will be sold by the County of Santa Clara, placing the Landlord at risk of losing this valuable asset. Because penalties and interest continue to accrue on a monthly basis, and are not being paid by the debtors, the Landlord's risk increases monthly.

The Landlord has been advised by engineers employed by Cisco Systems, the owner of the land that adjoins the Property, that the debtors' improvements encroach onto Cisco's land. These encroachments place the Landlord at risk of significant claims by Cisco, as well as the risk of litigation and potential liability. The debtors have done nothing to address this serious default under the Lease.

The debtors agreed under the Lease not to encumber their leasehold interest without the Landlord's consent. It appears that in flagrant violation of this covenant the debtors mortgaged the leasehold to secure a debt of approximately \$127,000,000. Needless to say, the risk of foreclosure by the lender jeopardizes the Landlord's position. The debtors have made no effort to cure this default under the Lease, and it is doubtful that they can do so.

These defaults by the debtors already have placed the Landlord at great risk of substantial financial injury, and quite possibly the loss of its entire investment in the Property. For these reasons the Motion should be denied as to this Lease. The debtors should either assume the Lease, provided they can and do immediately cure the defaults, or reject it. The Landlord seriously doubts that the debtors can ever cure the defaults, or that they have any intention even to try to cure them. In any event, there is no reason why the debtors cannot make that decision by January 8, 2000.

The debtors have had more than adequate time in which to determine whether to assume or reject their leases. The debtors have had eight months in which to develop a business plan and propose a plan of reorganization. They now ask the Court to extend the time for assumption or rejection to nearly one year after the petition was filed. Their stated excuses for this delay are feeble at best. Either a location is profitable, in which case the lease should be assumed, or it is not, in which case it should be rejected.

At least with respect to the Lease with Sainte Claire, where the debtors have committed numerous defaults which they probably cannot cure, the debtors should either assume and cure, or reject. Every day that passes by reason of the debtors' inexcusable delay places the Landlord at greater risk of losing its investment.

Dated: San Jose, California
December 28, 2000

SILICON VALLEY LAW GROUP
Attorneys for Sainte Claire Corporation

By: 

David Duperrault (DVD-9598)
A Member of the Firm

152 North Third Street, Suite 900
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PROOF OF SERVICE

I am over eighteen years of age and not a party to the within action; my business address is 152 North Third Street, Suite 900, San Jose, California, 95112.

On, December 28, 2000 I served ☒ a true and correct copy ☐ the original of the following documents with all exhibits, if any:

Objection by Sainte Claire Corporation to Further Extension of Time to Assume or Reject Leases

on the following parties:

***See Attached List

[x] MAIL: By following ordinary business practices at my place of business and placing for collection and mailing with the United States Postal Service, the above listed documents enclosed in a sealed envelope; with postage thereon fully prepaid. [CCP §§ 1013, 2015.5]

[] EXPRESS MAIL: By placing the above documents in a sealed envelope and depositing them in a mailbox regularly maintained by the United States Postal Service for receipt of Express Mail, with Express Mail postage thereon fully prepaid. [CCP § 1013]

[x] FEDERAL EXPRESS: By depositing of the above documents in a box or other facility regularly maintained by Federal Express, in an envelope or package designated by Federal Express with delivery fees paid on prepaid account. [CCP § 1013(c)]


[] PERSONAL DELIVERY: By personally delivering the above documents on the above party or parties at the address(es) indicated above. [CCP § 1011]

[] FACSIMILE: On _____ at _____ (a.m./p.m.) I transmitted the above listed documents by facsimile machine, pursuant to California Rules of Court, Rule 2006. The facsimile machine I used complies with California Rules of Court, Rule 2003 and no error was reported by the machine.

I transmitted to the follow persop(s) and facsimile number(s) as follows:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 28, 2000



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